



# Commonwealth of Kentucky

## MASTER AGREEMENT

### IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Conflict Monitors			
<b>Doc ID No:</b> MA 605 0600000620 3		<b>Proc Folder:</b> 62656	
<b>Procurement Type:</b> Standard Goods			
<b>Effective Date:</b> 2006-09-06	<b>Expiration Date:</b> 2009-08-31	<b>Not To Exceed Amount</b>	
<b>Administered By:</b> JENNIFER HOUCIN		<b>Cited Authority:</b> FAP111-35-00-G	
<b>Telephone:</b> 502-564-4630		<b>Issued By:</b> JENNIFER HOUCIN	

**Reason For Modification:** Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 9/1/08 thru 8/31/09. There are no optional renewal periods remaining

V E N D O R	PATH MASTER INC		
	1960 MIDWAY DR		
	TWINSBURG	OH	44087
	US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Conflict Monitors	45	0.00	EA	399.00000	0.00	0.00

### Extended Description

Model 2010 Conflict Monitor

BRAND & NO. : EDI 2010ECL

Items that fail within the warranty period will be returned to the vendor for a full replacement.

GUARANTEED DELIVERY WITHIN 45 CALENDAR DAYS FOLLOWING RECEIPT OF AN ORDER. EARLIER DELIVERY IS DESIRED.

MASTER AGREEMENT TO BE IN EFFECT FOR ONE (1) YEAR FROM THE DATE OF AWARD WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS.

Vendor Rep: Randall Vanscoy

Vendor PH: 330-425-4994

Vendor Fax: 330-425-9338

Total Order Amount:

0.00

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**DELIVERY IS REQUIRED WITHIN FORTY-FIVE (45) CALENDAR DAYS AFTER CONTRACT AWARD. EARLIER DELIVERY IS DESIRED.**

**BIDDER GUARANTEES 100% DELIVERY WITHIN \_45\_ CALENDAR DAYS AFTER RECEIPT OF A DELIVERY ORDER.**

THE VENDOR AGREES THAT WHEN DELIVERY IS NOT MADE WITHIN THE GUARANTEED DELIVERY TIME FRAME, IT IS AGREED AND AUTHORIZED FOR THE COMMONWEALTH TO DEDUCT A **\$75** PER DAY PENALTY FROM INVOICE TOTAL FOR EACH DAY BEYOND STATED DELIVERY.

THE VENDOR WILL NOT BE HELD RESPONSIBLE FOR FAILURE TO DELIVER IF THE FAILURE IS DUE TO ACTS BEYOND THEIR CONTROL, SUCH AS A GENERAL STRIKE, WAR, AND FLOOD, OR TORNADO. WRITTEN PROOF THAT THE FAILURE TO DELIVER WAS BEYOND THEIR CONTROL WILL BE SUBMITTED IMMEDIATELY BY THE VENDOR TO THE DIRECTOR OF THE DIVISION OF TRANSPORTATION PURCHASES.

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**Transportation Cabinet  
Master Agreement  
Terms and Conditions**

This is a Master Agreement for: Conflict Monitors

**Initial contract period**

This contract will be for the initial period of \_1\_ year from date of award.

**Optional renewal period**

This contract may be extended at the completion of the initial contract for \_2\_ additional \_1\_ year period (s). This extension must have the written approval of the vendor and the Division of Purchases. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Either party may exercise the right of non-renewal with a 90 (ninety) days written notice prior to end of the initial period.

**Agencies to be served**

This contract shall be for use by the following agencies of the Kentucky Transportation Cabinet:

**Division of Traffic Operations**

No shipments shall be made except upon receipt by contractor of an official order from a using agency.

\*\*\*\*\***Inspection**\*\*\*\*\*

All supplies and equipment shall be subject to inspection or test by the state prior to acceptance. In the event supplies or equipment are defective in material or workmanship or otherwise not in conformity with specified requirements, the state shall have the right to reject them or require acceptable correction at the vendor's expense.

**Agreement between parties**

In submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and any communication(s) between the parties relating to the subject matter of this solicitation. It is further agreed between the parties, that any valid changes of contractual agreement must be formalized by issuance of a modification from the Division of Purchases.

\*\*\*\*\***Basis of price quotations**\*\*\*\*\*

Price adjustments:

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Unless otherwise specified the prices established by this contract shall be firm for the contract period subject to the following:

A. \*price increases: a price increase will not be allowed during the first six (6) months of the contract. Only one price increase will be allowed during this contract period. This price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increases are justified. The Division of Transportation Purchases may request additional information or justification. If the price increase is denied the contract holder may withdraw from the contract without prejudice upon written notice and acceptance by the division of transportation purchases. Notice of withdrawal must be provided forty-five (45) days prior to the effective date.

B. \*price decreases: the contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the division of purchases with notice of any price decreases, as soon as such decreases are available.

C. \*optional renewal periods: if the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in "a. \*price increases". One (1) additional price increase may be granted during the extended contract period. This price increase will not be allowed during the first six (6) months of the extended contract period and will be subject to the conditions in "a" above.

\*\*\*\*\***Optional periods**\*\*\*\*\*

If the contract provides for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the contract in an extended period.

\*\*\*\*\***Extension period**\*\*\*\*\*

This contract may be extended at the termination of all contract renewal periods for additional time not to exceed **90 days**. This extension must be accompanied by the written approval of the vendor and the Division of Purchases

\*\*\*\*\***Quantity basis of contract**\*\*\*\*\*

No guaranteed quantities

It is herein set forth that the contract established has no guarantee of any specific quantity and that the state is obligated only to buy that quantity which is needed by its agencies. No estimates of any quantity is implied nor inferred from this contract.

\*\*\*\*\***FOB basis of shipments**\*\*\*\*\*

This contractor shall be fully responsible for all shipments, fob destination, to the Kentucky agency location indicated on each order. All shipments must be freight prepaid. Quotations of unit prices on the contract shall be fob, receiving agency.

\*\*\*\*\***Cancellation clause**\*\*\*\*\*

The Division of Transportation Purchases may cancel this contract by giving the vendor written notice

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thirty (30) days prior to effective date.

**\*\*\*\*\*Termination of contract\*\*\*\*\***

The state reserves the right to terminate contract for convenience when requirements under the contract no longer exist or changes in such supplies or services render the contract as not responsive to the needs of the state. A written notice will be given to the vendor at least thirty (30) days prior to such proposed termination date.

**\*\*\*\*\*Exception to required use of contract\*\*\*\*\***

The establishment of this master agreement is not intended to preclude the use of similar products when requested by the agency.

**\*\*\*\*\*Addition of items\*\*\*\*\***

The Division of Purchases reserves the right to add any like or new items to the contract awarded. Only the Division of Purchases may issue authorization for such add-ons. The Division of Purchases will determine if item usage warrants such an addition to a contract. Should an add-on be in agreement with the division of purchases and the contractor, a contract modification will be issued by the Division of Purchases. The contractor will not accept orders from the agency for items not stated on the master agreement referencing the contract number until such time as a modification is received.

**\*\*\*\*\*Extending master agreement to other agencies\*\*\*\*\***

The Division of Transportation Purchases reserves the right, with the consent of the vendor, to offer this master agreement to other state agencies or political subdivisions who may have need for the product (s).

**\*\*\*\*\*Payments\*\*\*\*\***

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries.

**Governmental restrictions**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items on this master agreement prior to delivery, it shall be the responsibility of the vendor to notify the Division of Transportation Purchases in writing, indicating the specific regulation which requires such alterations. The commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

**ALL PROVISIONS OF THE SOLICITATION WILL BE PART OF THE RESULTING CONTRACT (S).**